

06-0-2313

(Do Not Write Above This Line)

AN ORDINANCE
BY *Mayor's Office*

AN ORDINANCE TO ANTICIPATE AND APPROPRIATE FUNDS IN THE AMOUNT OF ONE MILLION FOUR HUNDRED THOUSAND (\$1,400,000.00) FROM THE ATLANTA DEVELOPMENT AUTHORITY TO BE USED AS GRANT FUNDS FOR CHRIS KIDS, INC UNDER THE HOMELESSNESS OPPORTUNITY BOND PROJECTS; AUTHORIZING THE MAYOR TO ENTER INTO THE NECESSARY AGREEMENTS INCLUDING AN INTERGOVERNMENTAL AGREEMENT WITH THE ATLANTA DEVELOPMENT AUTHORITY TO ADMINISTER A GRANT IN THE AMOUNT OF ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000.00) FOR CHRIS KIDS, INC; TO ACKNOWLEDGE INELIGIBLE PROGRAM EXPENDITURES AND AUTHORIZING THE USE OF THE GRANT MONEY AS AN ELIGIBLE OFFSET TO SUPPORT THE HUD DISALLOWED COSTS; AND FOR OTHER PURPOSES.

SUBSTITUTE

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☒ PERSONAL PAPER REFER

Date Referred 11/17/08

Referred To: *Fin/Exec*

Date Referred

Referred To:

Date Referred

118 Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

Committee _____
Date _____
Chair _____

Action _____
Fav, Adv, Hold (see rev. side) _____
Other _____

Members _____
Chair Miller

Refer To _____

Committee _____
Date _____
Chair _____

Action _____
Fav, Adv, Hold (see rev. side) _____
Other _____

Members

ADOPTED BY

DEC 01 2008

COUNCIL

Refer To

Committee _____
Date _____
Chair _____

Action _____
Fav, Adv, Hold (see rev. side) _____
Other _____

Members

Refer To

Committee _____
Date _____
Chair _____

Action _____
Fav, Adv, Hold (see rev. side) _____
Other _____

Members

Refer To

FINAL COUNCIL ACTION

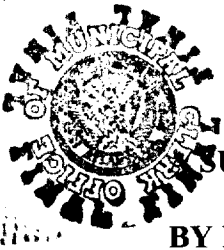
- ☐ 2nd ☐ 1st & 2nd ☐ 3rd
- ☒ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

CERTIFIED
DEC 01 2008
Richard D. ...
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
DEC 09 2008
[Signature]
MAYOR



**SUBSTITUTE ORDINANCE
BY FINANCE COMMITTEE**

08-O-2313

AN ORDINANCE TO ANTICIPATE AND APPROPRIATE FUNDS IN THE AMOUNT OF ONE MILLION FOUR HUNDRED THOUSAND (\$1,400,000.00) FROM THE ATLANTA DEVELOPMENT AUTHORITY TO BE USED AS GRANT FUNDS FOR CHRIS KIDS, INC UNDER THE HOMELESSNESS OPPORTUNITY BOND PROJECTS; AUTHORIZING THE MAYOR TO ENTER INTO THE NECESSARY AGREEMENTS INCLUDING AN INTERGOVERNMENTAL AGREEMENT WITH THE ATLANTA DEVELOPMENT AUTHORITY TO ADMINISTER A GRANT IN THE AMOUNT OF ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000.00) FOR CHRIS KIDS, INC; TO ACKNOWLEDGE INELIGIBLE PROGRAM EXPENDITURES AND AUTHORIZING THE USE OF THE GRANT MONEY AS AN ELIGIBLE OFFSET TO SUPPORT THE HUD DISALLOWED COSTS; AND FOR OTHER PURPOSES. AND FOR OTHER PURPOSES.

WHEREAS, the City has incurred certain disallowed costs in connection with the HOME Investment Partnership Act Program (the "HOME Program") administered by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, CHRIS Kids, Inc., a Georgia nonprofit corporation (the "Project Owner") has applied to the Authority for a grant in the amount of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) (the "Grant Amount"); for the purpose of funding a portion of the costs of rehabilitating thirty-five (35) apartment units located at 2045 Graham Circle, S.E. in the Safety Net Apartment Complex, with said units to be used for service assisted housing for homeless youth (the "Project"); and

WHEREAS, the City has offered to administer the Grant Amount to the Project for the Authority (the "Grant Administration") and the Authority has agreed to contribute the Grant Amount to the City for that specific purpose and to assist the City in offsetting a portion of its disallowed costs with HUD; and

WHEREAS, the Homelessness Opportunity Project Committee of the Board of Directors of the Authority has found and determined, upon the recommendation of the staff of the Authority and United Way's Commission on Homelessness, that the Project is consistent with and meets the objectives of the HOF Program Guidelines and approved a grant to the Project in the amount of not to exceed One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00); and

WHEREAS, subject to the terms and conditions of the Intergovernmental Agreement, the Authority will contribute the Grant Amount to the City and the City will administer the Grant Amount to the Project on behalf of the Authority; and

WHEREAS, the U. S. Department of Housing and Urban Development approved the receipt of non-Federal funds to be used to offset disallowed program cost and said funds will meet HUD's requirements to offset a portion of the disallowed costs under the HOME Investment Partnership Act Program; and

WHEREAS, the necessary environmental clearances have been obtained from the U. S. Department of housing and Urban Development; and

WHEREAS, the Budget Commission of the City of Atlanta has recommended increasing estimated receipts in the 2008 (HOME Investment Trust Fund) Budget by One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: That the 2008 (HOME Investment Trust Fund) Budget be and is amended hereby as follows:

ADD TO ANTICIPATIONS (HOME Revenues)

Project	Task	Award	Account	Proj Org	Func Act	Amount	Description
25201569	116	250431766	3311101	250305	7310000	\$1,400,000.00	HOME Program 2008 Multi-Unit

ADD TO APPROPRIATIONS (HOME Budget)

Project	Task	Award	Account	Proj Org	Func Act	Amount	Description
25201569	116	250431766	5999999	250305	7310000	\$1,400,000.00	HOME Program 2008 Multi-Unit

SECTION 2: That the Mayor be and is hereby authorized to submit to the U.S. Department of housing and Urbana Development an amendment to Atlanta's 2005-2008 Consolidated Plan.

SECTION 3: That the Mayor is hereby authorized to execute an Intergovernmental Agreement with the Atlanta Development Authority substantially in the form attached as Exhibit "A", the agreement between CHRIS Kids, Inc, the Atlanta Development Authority and the City of Atlanta, and any other agreements necessary to carry out the intent of this legislation.

SECTION 4: That the Mayor or her designee subject to the terms and conditions of the Intergovernmental Agreement, the Atlanta Development Authority will contribute the \$1,400,000.00 grant amount received from the Homeless Opportunity Bond program to the City, and the City will administer the grant amount to the project on behalf of the Atlanta Development Authority.


SECTION 5: That the Department of Planning and Community Development, Bureau of Housing is hereby authorized to provide a multi-family rehabilitation grant in the amount of \$1,400,000.00 to Chris Kids, Inc. for the purpose of funding a portion of the costs of rehabilitating thirty-five (35) apartment units located at 2045 Graham Circle, S.E. in the Safety Net Apartment Complex, with said units to be used for service assisted housing for homeless youth.

SECTION 6: That the City Attorney is hereby directed to negotiate, prepare and/or review the agreements necessary to effect the intent of this ordinance provided that such agreements are in compliance with the conditions set forth herein.

SECTION 7: That the City Attorney be and is authorized hereby to prepare all appropriated contract agreements for execution by the Mayor, to be approved by the City Attorney as to form.

SECTION 8: The agreement shall not become binding upon the City and the City will incur no liability under it until it has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to the contracting parties.

SECTION 9: That all ordinances or parts of ordinances in conflict with this ordinance are waived to the extent of the conflict.

A true copy,

Municipal Clerk

ADOPTED by the Council
APPROVED by the Mayor

DEC 01, 2008
DEC 09, 2008



INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (this "Agreement"), dated as of the ____ day of October, 2008 (the "Effective Date") is entered into by and between The Atlanta Development Authority, a public body corporate and politic duly created and validly existing under the Constitution and laws of the State of Georgia (the "Authority") and the City of Atlanta, Georgia, a municipal corporation of the State of Georgia (the "City").

WHEREAS, pursuant to, among other things, a resolution duly adopted by the Board of Directors of the Authority on September 15, 2005 (the "Bond Resolution"), the Authority issued its Atlanta Development Authority Revenue Bonds (Opportunity Project), Series 2005, in the aggregate principal amount of \$22,000,000 (the "Bonds") for the purpose of assisting in the City's efforts to end long-term homelessness and thereby positively impact the employment rate, economic and other opportunities available to persons who are chronically homeless or at risk of becoming homeless, all as part of the Authority's economic development mandate; and

WHEREAS, the available proceeds for the Bonds are required to be used to fund eligible costs relating to the following "Qualified Projects": (1) certain Assessment Centers for Women and Children; (2) Service Assisted Housing (or Permanent Supportive Housing); (3) Public Toilets; and (4) any other homeless-related facility that is consistent with the City's 10-Year Plan to End Homelessness and/or the goal of ending long-term homelessness, all as provided in and in accordance with the Homelessness Opportunity Project Fund Guidelines adopted by the Authority, as may be amended from time to time (the "HOF Program Guidelines").

WHEREAS, CHRIS Kids, Inc., a Georgia nonprofit corporation (the "Project Owner") has applied to the Authority for a grant in the amount of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) for the purpose of funding a portion of the costs of rehabilitating thirty-five (35) apartment units located at 2045 Graham Circle, S.E. in the Safety Net Apartment Complex, with said units to be used for service assisted housing for homeless youth (the "Project").

WHEREAS, the Homelessness Opportunity Project Committee of the Board of Directors of the Authority has found and determined, upon the recommendation of the staff of the Authority and United Way's Commission on Homelessness, that the Project is consistent with and meets the objectives of the HOF Program Guidelines and approved a grant to the Project in the amount of not to exceed One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) (the "Grant Amount").

WHEREAS, the City has incurred certain disallowed costs in connection with the HOME Investment Partnership Act Program (the "HOME Program") administered by the United States Department of Housing and Urban Development ("HUD")

WHEREAS, the City has offered to administer the Grant Amount to the Project for the Authority (the "Grant Administration") and the Authority has agreed to contribute the Grant Amount to the City for that specific purpose and to assist the City in offsetting a portion of its disallowed costs with HUD.

WHEREAS, subject to the terms and conditions of this Agreement, the Authority will contribute the Grant Amount to the City and the City will administer the Grant Amount to the Project on behalf of the Authority.

NOW, THEREFORE, in consideration of the premises herein contained, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the City hereby agree as follows:

Section 1. City Acceptance.

1.1. **City Authority.** The City hereby acknowledges and agrees that pursuant to Ordinance No. _____ the Mayor is authorized to execute this Agreement. Furthermore, pursuant to Ordinance No. _____ and this Agreement, the City is authorized to and shall accept the Grant Amount in an amount not to exceed ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,400,000.00) from the Authority for the purpose of performing the Grant Administration in accordance with the terms and conditions of this Agreement.

1.2. **Payment.** The City hereby accepts the Grant Amount and agrees to and shall only use said Grant Amount in connection with the Grant Administration for the Project and the purposes specifically herein stated.

1.3. **Refund to the Authority.** The Authority and the City agree that it is the intention of the parties that the City expends and disburses the entire Grant Amount to the Project Owner in accordance with the term of this Agreement and the Grant Agreement (as hereinafter defined); however, if the entire Grant Amount is not necessary for costs of the Project, then the City shall refund to the Authority all unexpended funds.

Section 2. The City's Obligations.

2.1. **General Obligation.** The City shall facilitate the Grant Administration in accordance with the terms and conditions of this Agreement and all applicable local, state and federal laws, regulations, policies and standards.

2.2. **Dedication of Grant Amount to Project.** The City shall specifically dedicate the Grant Amount to the Project Owner, in accordance with the terms of the Grant Agreement referenced in Section 2.5 below, for use in connection with the Project as described in the Project Owner's application to the Authority, a copy of which application has been heretofore provided to the City's Bureau of Housing.

2.3. **Compliance with HOF Program Guidelines.** The City shall and shall cause to Project Owner to at all times comply with the terms of the Homelessness Opportunity Project Fund Guidelines (the "HOF Program Guidelines"), a copy of which HOF Program Guidelines has been heretofore provided to the City's Bureau of Housing.

2.4. **Separate Account/Permitted Investments.** Upon receipt of the Grant Amount, the City shall establish a separate account, the "CHRIS Kids HOF Account," (the "HOF Account") and deposit the Grant Amount into said separate HOF Account. The City shall not commingle any other City monies with the HOF Account monies. The City acknowledges and understands that the Grant Amount originates from the proceeds of the Bonds and affirmatively covenants that it will yield restrict the monies in the HOF Account and will at no time invest the monies in the HOF Account in investments earning a higher yield than the yield on the Bonds.

2.5. **HOF Regulatory Agreement.** The City agrees that prior to any disbursement of the Grant Amount, the City will require the Project Owner to execute and enter into a Grant and Regulatory Agreement substantially in the form attached hereto as Exhibit "A" and incorporated herein by this reference (the "Grant Agreement"). Upon execution of the Grant Agreement, the City shall promptly record the Grant Agreement in the real estate records of Fulton County, Georgia. The City further agrees that the Authority shall be a third party beneficiary of the Grant Agreement with the authority to enforce the terms and conditions of the Grant Agreement, including the Authority to perform post closing compliance reviews of the Project Owner and the Project.

2.6 **Project Requisitions.** In addition to the Authority being a third party beneficiary to the Grant Agreement, the City hereby agrees that the Authority shall be directly involved in the requisition process for the Project. Within three (3) business days after receiving a requisition from the Project Owner, the City shall forward a copy of the same to the Authority for review and approval. Within three (3) business days after receipt of a copy of the requisition, the Authority shall approve the requisition or notify the City of any objections. No amount of the Grant Agreement shall be disbursed without a signed, approved requisition from the Authority.

Section 3. **Grant Amount Closing.**

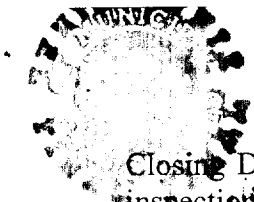
3.1. **Closing Date.** The City shall facilitate a closing on the funding of the Grant Amount with the Project Owner on or before _____, 2008 (the "Closing Date") and shall notify the Authority of the Closing Date as soon as practicable after scheduling the Closing Date.

3.2. **Agreements.** As soon as practicable after the Closing Date, the City shall provide the Authority with a copy of the fully executed, unrecorded Grant Agreement and with copies of all other documents executed on behalf of the Authority, the City or the Project Owner in connection with the Grant Administration. Upon receipt of the recorded Grant Agreement, the City shall promptly forward a copy of the same to the Authority.

Section 4. **Inspection and Maintenance of Records.**

4.1. **Inspection.** The City shall cause the Project Owner to agree to permit the Authority to inspect, monitor and evaluate the construction of the Project to ensure that the construction is performed in accordance with the terms of the Grant Agreement, including without limitation, having an onsite inspector to monitor the work. At any time the Authority or the City determines that construction is resulting in materially defective work, each party shall notify the other and the City or the Authority (as third party beneficiary to the Grant Agreement) shall immediately cause the Project Owner to remedy any such identified defects and the City shall withhold any further disbursements of the Grant Amount until such time as such identified defects have been remedied by the Project Owner.

4.2. **Records.** The City shall keep records, books, correspondence, instructions, receipts, vouchers and other documents related to the Grant Administration ("Records"). Such Records shall be kept in good order and in conformance with generally accepted accounting principles. The City shall maintain the Records for a minimum period of four years after the



Closing Date. The City shall provide access to the Authority upon request to all Records for inspection, review, analysis, and, if deemed necessary and appropriate, for an audit at the Authority's expense.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1. **Entire Agreement.** This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of the Parties in the same manner as this Agreement is executed and specifically referencing such a modification or amendment.

5.2. **Binding Effect.** This Agreement shall injure to the benefit of and be binding upon the parties hereto, their heirs, successors, executors and assigns.

5.3. **Severability.** In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been apart hereof.

5.4. **Notices.** Notices and reports described herein shall be delivered or sent to the parties as follows.

To the Authority:

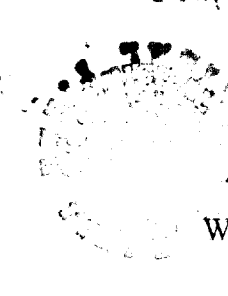
The Atlanta Development Authority
c/o Deputy Managing Director, Housing Finance.
86 Pryor Street
Suite 300
Atlanta, Georgia 30303
Fax: (404) 880-9333
Tel: (404) 880-4100

With a copy to:

The Atlanta Development Authority
c/o Senior Counsel
86 Pryor Street
Suite 200
Atlanta, Georgia 30303
Fax: (404) 880-____
Tel: (404) 880-4100

To the City:

The City of Atlanta
c/o Director, Bureau of Housing
68 Mitchell Street
Suite 1200
Atlanta, Georgia 30303
Fax: 404-____ - ____



Tel: 404-____ - ____

With a copy to:

The City of Atlanta
c/o City Attorney
68 Mitchell Street, S.W.
Suite 4100
Atlanta, Georgia 30335-0332
Fax: 404-658-6894
Tel: 404-330-6400

5.5. **Entire Agreement; Amendment; Waiver; Counterparts.** This Agreement constitutes the entire agreement between the parties; it supersedes any prior agreement or understandings between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled. This Agreement may not be amended or modified except by an instrument in writing signed by both parties hereto. Waiver of any term or condition of this Agreement shall be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

5.6 **Governance.** This Agreement shall be governed by the laws of the State of Georgia.

5.7 **Default and Termination.** Notwithstanding the foregoing, if the City defaults in its performance of its obligations as set forth herein, and fails to cure such default within thirty (30) days of written notice to the City from the Authority of such default (or if such default is not capable of being cured within thirty (30) days, the City has not commenced and diligently pursued such cure to completion within a reasonable amount of time), this Agreement may be terminated by the Authority upon five (5) days' prior written notice to the City.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the Authority have executed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

THE ATLANTA DEVELOPMENT AUTHORITY

By: _____ (SEAL)
Peggy McCormick, President

Attest:

Assistant Secretary

CITY OF ATLANTA, GEORGIA

By: _____ (SEAL)
Mayor

Attest:

Municipal Clerk

Recommended:

Chief Operating Officer

Approved as to Form:

Chief Financial Officer

City Attorney

Commissioner, Department of Planning and
Community Development

RCS# 2604
12/01/08
2:44 PM

Atlanta City Council

SPECIAL SESSION

CONSENT I EXCEPT 08-O-1460,08-O-2278,

ADOPT

YEAS: 15
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Hall	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

CONSENT I